

**APPENDIX A**

**WCCSL WASTE ACCEPTANCE GUIDELINES  
(REVISED)**

**Republic Services**  
**West Contra Costa Sanitary Landfill**

**WASTE ACCEPTANCE GUIDELINES**  
**2004**

**ACCEPTANCE PROCEDURES**

The following information summarizes acceptance procedures for the West Contra Costa Sanitary Landfill (WCCSL):

- Assist in determining WCCSL required laboratory analysis (from this guide or contact WCCSL),
- Complete a "Special Waste Profile" (supplied by WCCSL),
- Submit completed Special Waste Profile, required analyses, Chain of Custody and other required documentation to WCCSL,
- Obtain approval from WCCSL. *Note:* more information may be required upon review of material,
- Set up method of payment prior to transport of material, and
- A Republic manifest will be generated upon approval and sent to transporter, each truck must have a manifest, signed by the Generator prior to arriving at the landfill. These manifests are utilized for tracking purposes when the shipment arrives at the landfill.

**ACCEPTANCE CRITERIA**

***Laboratory Analysis***

Petroleum Contaminated Soils

Product specific knowledge can be utilized to determine the appropriate analytical requirements for petroleum contaminated sites. Below is a list of petroleum hydrocarbons that are frequently released, and the analyses that will accurately and completely address the regulated compounds under CCR Title 22 and 40 CFR.

Leaded Gas:	TPH (8015M), BTEX (8020), Lead (TTLC)
Unleaded Gas:	TPH, BTEX, with documentation of unleaded gas only on site
Kerosene:	TPH (8015M), BTEX
Jet Fuel:	TPH (8015M), BTEX, Lead (if leaded product)
Diesel:	TPH (*), BTEX
Used Hydraulic Oil:	TPH (*), BTEX, CAM 17
Bunker Oil:	TPH (*), BTEX, LUFT 5 Metals (or MSDS)
Virgin Motor Oil:	TPH (*), BTEX, Semivolatiles (EPA 8270)
Used Motor Oil:	TPH (*), BTEX, 8260, 8270, CAM 17

\* Methods 8015 Modified, 1664, or 5520 are acceptable for TPH results

## Waste Acceptance Guidelines – 2004

The characteristics of reactivity, corrosivity, ignitability, and aquatic toxicity are unlikely in petroleum contaminated soils below certain TPH levels. Nevertheless, soils contaminated with concentrations in excess of those noted above (Diesel and heavy end hydrocarbons >15,000 ppm) will require the completion of the 96 hour Aquatic Toxicity Bioassay to demonstrate that the waste is non-hazardous. In certain instances, an RCI (Reactivity, Corrosivity, Ignitability) may also be necessary

### Solvent Contaminated Waste

- If contaminant is known, run the method which targets that contaminant
- If specific contaminant is unknown, run 8260
- Must address any RCRA listings (F or U codes), in writing
- Metals analyses and/or RCI may be requested depending on the source of the contaminant

### WWTP Sludges / Biosolids

- TTLC and STLC (Cam 17 metals and organics), TCLP as necessary,
- Volatile Organics (8260),
- Semivolatile Organics (8270),
- Pesticides / herbicides (8081),
- PCB's (8082),
- Percent moisture, and
- Cyanide (9010) and sulfide (376.1) (15% - Primary treatment, 20% - Secondary)

### Industrial Waste Streams

Utilizing the generator's description and knowledge of the waste stream, as well as accompanying analyses, the WCCSL will determine the required testing and frequency of sampling. In addition, the waste stream must not exhibit any of the characteristics of reactivity, corrosivity, ignitability, or toxicity.

## Frequency

Representative samples are typically required for all incoming waste streams. In general, a four point composite (four individual grab samples composited at a laboratory into one equally represented sample) is required to satisfy the requirements for a "representative" sample.

CONTAMINANTS	PROTOCOL	
	Volume	Frequency
BTEX Lead	0-25 cu. yd. 25-150 cu. yd. 150-300 cu. yd. 300-750 cu. yd. 750-1500 cu. yd. 1500 + cu. yd.	One Grab Sample 4 Point Composite 4 Point Composite per 150 cu. yd. 4 Point Composite per 250 cu. yd. 4 Point Composite per 500 cu. yd. 4 Point Composite per 750 cu. yd.
Petroleum Hydrocarbons (8015M, 418.1, 5520)	0-600 cu. yd. 600-1500 cu. yd. 1500 + cu. yd.	4 Point Composite Two 4 Point Composites 4 Point Composite per 1500 cu. yd.
VOC's (8260) SVOC's (8270) Pesticides (8080) Herbicides (8150) Metals (CAM 17) PCB's (8080)	0-1000 cu. yd. 1000-2000 cu. yd. 2000 + cu. yd.	4 Point Composite per 500 cu. yd. Two 4 Point Composites 4 Point Composite per 2000 cu. yd.
Treated Wood analysis: 8270, Benzene, TTLC CAM 17 metals	any volume	4 Point Composite per 500 cu. yd.

## Analytical Review

The following should be considered when submitting data from a California accredited independent laboratory to the WCCSL for review:

- The analytical data must be less than 18 months old when received by the WCCSL.
- The analytical report must be legible, typed on the laboratory letterhead, and include the address and phone number of the laboratory. No draft or preliminary reports will be acceptable.
- The results must have units of measure identified.
- For results reported as "non detect," a detection or reporting level must be indicated. Laboratory detection limits must be less than regulatory thresholds.
- Incomplete or inconsistent data may result in a request for new, or additional, analytical information. Examples of inconsistencies are:
  - Required holding times not met,
  - Required spike recoveries not reported (QA/QC reports), and
  - Chain of custody documentation unavailable.

**Republic Services  
West Contra Costa Sanitary Landfill**

## **WASTE ACCEPTANCE GUIDELINES**

### **2004**

#### **Petroleum Contaminated Soils Constituent Limits**

Total Petroleum Hydrocarbons (gasoline):	50 ppm (limited by BAAQMD)
Total Petroleum Hydrocarbons (Diesel): (also includes Motor, Hydraulic, Heating and Bunker Oils)	No limit (Aquatic Toxicity needed > 15,000 ppm)

TPH impacted soils are also limited by:	TCLP (mg/L)	TTL (Total) (mg/Kg)
Benzene	0.50	10.0
Toluene	n/a*	50
Ethylbenzene	n/a	50
Xylenes	n/a	50
Lead	5.0	350.0

\*Not Applicable

#### **Metals Constituent Limits**

Metal	TTL (mg/Kg)	Concentration STL (mg/L)	TCLP (mg/L)
Antimony	500.0	15.0	
Arsenic	500.0	5.0	5.0
Barium	10,000	100.0	100.0
Beryllium	75	0.75	
Cadmium	100	1.0	1.0
Chromium	500	5.0	5.0
Cobalt	8,000	80.0	
Copper	2,500	25.0	
Fluoride	18,000	180	
Lead	350	5.0	5.0
Mercury	20	0.2	0.2
Molybdenum	3,500	350.0	
Nickel	2,000	20.0	
Selenium	100	1.0	1.0
Silver	500	5.0	5.0
Thallium	700	7.0	
Vanadium	2,400	24.0	
Zinc	5,000	250.0	

## **Hazardous Organic Constituent Limits**

Constituent	Concentration		
	TTL (mg/L)	STL (mg/L)	TCLP (mg/L)
Aldrin	1.4	0.14	n/a
Benzene			0.5
Carbon Tetrachloride			0.5
Chlordane	2.5	0.25	0.03
Chlorobenzene			100.0
Chloroform			6.0
Cresols			200.0
2,4 D	100.0	10.0	10.0
DDT, DDE, DDD	1.0	0.10	n/a
1,4 Dichlorobenzene			7.5
1,2 Dichloroethane			0.5
1,1 Dichloroethylene			0.7
2,4 Dinitrotoluene			0.13
Dieldrin	8.0	0.8	n/a
Dioxin	0.01	0.001	n/a
Endrin	0.2	0.02	0.02
Heptachlor	4.7	0.47	0.008
Hexachlorobenzene			0.13
Hexachlorobutadiene			0.5
Hexachloroethane			3.0
Kepone	21.0	2.1	n/a
Lindane	4.0	0.4	0.4
Methoxychlor	100.0	10.0	10.0
Methyl Ethyl Ketone			200.0
Mirex	21.0	2.1	n/a
Nitrobenzene			2.0
Pentachlorophenol	17.0	1.7	100.0
Polychlorinated Biphenyls	50.0	5.0	n/a
Pyridine			5.0
Tetrachloroethylene			0.7
Toxaphene	5.0	0.5	0.5
Trichloroethylene	2040	204.0	0.5
2,4,5 TP (Silvex)	10.0	1.0	1.0
2,4,5 Trichlorophenol			400.0
2,4,6 Trichlorophenol			2.0
Vinyl Chloride			0.2

## Other Limits:

### Moisture:

- > 15% from Primary Wastewater Treatment Facilities,
- > 20% from Secondary Wastewater Treatment Facilities, or
- > 50% all other sources.

### Toxicity:

- Oral LD50 > 5,000 mg/kg,
- Acute Dermal LD50 > 4,300 mg/kg,
- Acute Inhalation LC50 > 10,000 ppm, or
- Acute Aquatic Toxicity > 500 ppm.

### Ignitability:

- Flash point > 60° C, or 140° F.

### Corrosivity:

- pH between 2.0 and 12.5.

### Asbestos:

- < 1.0 percent asbestos.

Must Contains less than 0.001 percent by weight of any of the following substances:

- 2- Acetylaminofluorine;
- Acrylonitrile;
- 4-Aminodiphenyl;
- Benzidine and its salts;
- bis (chloromethyl) ether (BCME);
- Methyl chloromethyl Ether;
- 1,2-Dibromo-3-chloropropane (DBCP);
- 3,3'-Dichlorobenzidine and its salts (DCB);
- 4-Dimethylaminoazobenzene (DAB);
- Ethyleneimine (EL);
- alpha-Naphthylamine (1-NA);
- beta-Naphthylamine (2-NA);
- 4-Nitrobiphenyl (4-NBP);
- N-Nitrosodimethylamine (DMN);
- beta-propiolactone (BPL); or
- Vinyl Chloride.

## **CUSTOMER INSTRUCTIONS**





## CUSTOMER/GENERATOR PRE-ACCEPTANCE PROCEDURES

The following outlines the requirements necessary for approval and acceptance of a waste to be managed by a Republic Services, Inc. company. Please evaluate these criteria in light of your particular material and/or waste generating process. Bear in mind that these criteria are intended to serve as a guide only, and that the requirements for your particular stream may differ.

The following must be completed prior to acceptance:

1. Special Waste Profile (See Instruction Sheet)
2. Pre-Approval Sampling, Analysis and Documentation Any special waste stream managed by a Republic Services, Inc. company must be accompanied by some form of characterization as to its chemical and physical nature. This may include one or more of the following:
  - The representative sampling of the material to be disposed of, followed by appropriate laboratory analysis as specified by the disposal facility representative.

All analytical results submitted for review should be accompanied by a completed chain-of-custody form and, if possible, documentation of proper preservation, holding times, and laboratory QA/QC. The sampling and analysis should demonstrate that the waste is not hazardous as defined by 40 CFR 261 (EPA) and the waste is acceptable for landfill disposal.

- A Material Safety Data Sheet (MSDS) for outdated or off-specification product which has not been subsequently contaminated.
- A letter from the generator or generator's agent describing a particular process or field knowledge useful in making a hazardous waste determination.
- A letter from the local regulatory agency or EPA authorizing the disposal of the waste in a sanitary landfill; or which supports the classification of the material in question.



## CUSTOMER/GENERATOR SPECIAL WASTE PROFILE

### General Instructions

This form is used to describe and characterize wastes offered for management and disposal by a Republic Services, Inc. company. Information on this form will be used to determine if a waste stream may be transported, treated, stored, or disposed of in a safe, legal and environmentally sound manner. Answers must be provided for in all sections of the form and should be typed or legibly printed in ink. A response of "none" or "n/a" or "n/d" (not determined) may be made if appropriate; however, be aware that such responses may require clarification and could delay approval.

Please attach Material Safety Data Sheets (MSDS), laboratory analysis, or other supporting documentation, which might expedite the review and approval of your waste. **Note: A completed Special Waste Profile alone is not sufficient for waste approval – supporting documentation is required.** Any questions concerning the proper completion of this form may be directed to your special waste sales representative.

#### A. Generator Information

1. Name of Company Generating the Waste
2. Address of Generator (to include city, state, county, and zip)
3. Site location of where waste is actually being generated
4. Name of generator contact
5. Phone number for generator contact
6. Fax number for generator contact

#### B. Customer/Billing Information

1. Enter the customer name in the space provided. This is the party to whom disposal costs will be charged. If the customer and the generator are the same, so indicate.
2. Enter the customer address. All billing information, invoices, and the manifest copies (if desired) will be sent to this address unless otherwise specified.
3. Enter the name of the individual responsible for the waste stream at the generating facility or a customer contact. This person should be familiar enough with the waste stream/generating process to answer specific questions about the waste.
4. Phone Number for the customer
5. Fax Number for the customer
6. Check whether a signed every customer is required to have a signed service agreement on file prior to shipment.

#### C. Transporter Information

1. Enter the name of the transporter who will be hauling the material to the landfill
2. Address of the transporter
3. Phone Number for the transporter
4. Fax Number for the transporter
5. Contact Name for the transporter

**D. Agent/Consultant Information**

1. Enter the name of the Agent/Consultant coordinating the project
2. Address of the Agent/Consultant
3. Phone Number for the Agent/Consultant
4. Fax Number for the Agent/Consultant
5. Contact Name for the Agent/Consultant
6. Check whether there is a Letter of Authorization on file. This letter authorizes the agent/consultant to sign for the generator.

**E. Waste Stream Information**

1. In the space marked "Common Name of Waste" enter a name that best describes the waste. This name may reflect the process by which the waste is generated (e.g. spent shot-blast dust) or it may be strictly descriptive (e.g. petroleum contaminated soil).
2. Give a brief description of the industrial process or circumstances (e.g. tank rupture, historical contamination) that resulted in the generation of the waste. If additional room is needed, please attach a separate page and reference it in the space provided.
3. Describe the physical state of the waste at 70°F
4. Describe the odor of the waste
5. Describe the color of the waste
6. Please indicate the flash point of the waste stream as given by MSDS or laboratory analysis (liquids only). Note: Liquids with a FP < 140° F will be considered characteristically hazardous due to ignitability (D001) and will not be considered for disposal.
7. Indicate whether or not the waste is reactive, as given by MSDS or laboratory analysis. The limits for reactive constituents are as follows: 500mg/kg (vapor) for sulfides (SW-846) and 250 mg/kg (vapor) for cyanides (SW-846 Method 9010). Note: Any wastes exceeding the aforementioned limits will be treated as a reactive waste and will not be considered for disposal.
8. If the waste is a liquid or contains free liquids (see 10 and 11 below) please specify a pH range for the material. Note: Liquids which have pH less than or equal to 2 or greater than or equal to 12.5 will be characteristically hazardous due to corrosivity (D002) and will not be considered for disposal.
9. Indicate whether or not the waste generates heat when it comes into contact with air or moisture.
10. Please indicate whether or not the waste contains free liquids.
11. Provide an estimate of the moisture (water) content.
12. Please indicate if the waste is or may be radioactive or regulated by the U.S. Department of Transportation.
13. Please indicate if the waste is or contains medical waste.
14. Please indicate if the waste is or may be a hazardous waste.

**F. Supplemental Information**

1. Indicate the nature of the supporting documentation you are providing in support of the Profile. This information should be attached to or faxed/mailed with the Profile to which it pertains. Please indicate the total number of pages accompanying the Profile. Profiles with significant supporting documentation or multiple Profiles requiring immediate attention should be overnighted to the appropriate address.
2. Please verify that a representative sample of the waste stream was collected if analytical data is provided.

**G. Shipping Information**

1. Please indicate how the waste will be packaged for disposal (e.g. bulk, drum, etc.)
2. Please indicate the volume expected
3. Please indicate the frequency of shipment
4. Specify which Landfill(s) you wish to utilize for disposal.
5. Please indicate which method of disposal will be used (e.g. Landfill, Solidification, etc.)

**H. Generator's Certification Statement**

Carefully review the certification statement near the bottom of the page. Please print the company name, your name, date, and sign. The Generator's Certification Statement must be signed before an application can be processed and approved.

\*Agent, in this context, is defined as one who assumes responsibility for payment, coordinates disposal, accurately and truthfully represents the waste offered for disposal, ensures that such waste conforms to the Profile, and in general (along with the generator) incurs potential liability associated with the management of the waste.

## **SPECIAL WASTE FORMS**

## FORM DESCRIPTIONS

The Plan calls for the use of forms to track the waste, to record data and more importantly, to verify that the material received at the RSI facility correctly matches the waste as characterized and certified by the generator. The documents referenced in the Plan are included and briefly described below. If possible these forms should be used as printed here. However, modifications may be necessary to meet permit, local or state regulations.

- **Special Waste Profile (Form SW01)**  
With this document, the generator provides information on the physical and chemical characterization of the waste. The generator certifies that the waste is non-hazardous, describes the source of all components of the process-generating waste and explains the process generating the waste. In addition, other pertinent information is requested (i.e. name, address, contact person, etc.). The instructions for completion of the form should also be provided to the customer.
- **Non-Hazardous Waste Manifest (Form SW02)**  
This form is used as a manifest for identifying the quantity, composition, origin, routing, and destination of waste during its transportation from the point of generation to the point of disposal.
- **Asbestos Waste Shipment Record (Form SW03)**  
This form is used as a manifest for identifying the quantity, composition, origin, routing, and destination of asbestos during its transportation from the point of generation to the point of disposal.
- **Special Waste Management Decision (Form SW04)**  
This document is an internal form used to inform the facility management that waste has been technically reviewed and is acceptable (or not acceptable) for disposal. Also, any precautions necessary to avoid potential injury or health problems to facility employees in the disposal process are included on this form. Technical conditions, precautions and limitations of disposal are included in this document.
- **Special Waste Update/Renewal Certification (Form SW05)**  
This form provides a means of renewing or updating an existing approved Special Waste Profile.
- **Special Waste Analytical Data Sheet (Form SW06)**  
This form provides documentation of a secondary physical screening of the special waste due to discrepancies in the initial screening prior to acceptance at the landfill.
- **Generator Knowledge Documentation for Disposal of Non-Hazardous Special Waste (Form SW07)**  
This form provides documentation from the generator of the special or industrial waste describing the process generating the waste. The generator must acknowledge that they are familiar with the process and the waste is non-hazardous.
- **Generator Knowledge Documentation for Disposal of Non-Hazardous Liquid Waste (Form SW08)**  
This form provides documentation from the generator of the liquid waste describing the process generating the waste. The generator must acknowledge that they are familiar with the process and the waste is non-hazardous.
- **Special Waste Service Agreement (Example)**  
This document creates a legally binding agreement between the two parties (the generator and RSI facility) which is subject to the terms and conditions set forth in the document.



Office Use Only

Approval Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**SPECIAL WASTE PROFILE**

Information utilized for completion of this form must originate from an authorized representative of the generator of the waste material. The information on this form must be COMPLETE, LEGIBLE, and the form must be SIGNED.

**A. GENERATOR INFORMATION**

1. Generator Name: \_\_\_\_\_
2. Address: \_\_\_\_\_  
City: \_\_\_\_\_ County: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Site Location (if different): \_\_\_\_\_
4. Contact Name: \_\_\_\_\_
5. Phone Number: \_\_\_\_\_
6. Fax Number: \_\_\_\_\_

**C. TRANSPORTER INFORMATION**

1. Name: \_\_\_\_\_
2. Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_
4. Fax Number: \_\_\_\_\_
5. Contact Name: \_\_\_\_\_

**B. CUSTOMER/BILLING INFORMATION**

1. Billing Name: \_\_\_\_\_
2. Address: \_\_\_\_\_  
City: \_\_\_\_\_ County: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Contact Name: \_\_\_\_\_
4. Phone Number: \_\_\_\_\_
5. Fax Number: \_\_\_\_\_
6. Is there a service agreement on file? ☐ YES ☐ NO

**D. AGENT/CONSULTANT INFORMATION**

1. Name: \_\_\_\_\_
2. Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_
4. Fax Number: \_\_\_\_\_
5. Contact Name: \_\_\_\_\_
6. Is there a Letter of Authorization on file? ☐ YES ☐ NO

**E. WASTE STREAM INFORMATION**

1. Common Name of Waste: \_\_\_\_\_
2. Detailed Description of Process: \_\_\_\_\_
3. Physical State at 70°F ☐ Solid ☐ Semi-Solid ☐ Liquid ☐ Powder ☐ Other \_\_\_\_\_
4. Odor: ☐ None ☐ Mild ☐ Significant: (describe) \_\_\_\_\_
5. Color: \_\_\_\_\_
6. Flash Point: \_\_\_\_\_ ° F \_\_\_\_\_ ° C
7. Reactive: ☐ NO ☐ YES with \_\_\_\_\_
8. pH Range: \_\_\_\_\_
9. Heat Generating Waste ☐ NO ☐ YES
10. Free Liquid: ☐ NO ☐ YES
11. Water Content: \_\_\_\_\_ % by water
12. Does the waste contain radioactive or U.S.D.O.T. hazardous materials, PCB's, or asbestos? ☐ NO ☐ YES
13. Does the waste contain any etiological agents or untreated medical waste? ☐ NO ☐ YES
14. Is the waste proposed for management a hazardous waste as defined by Federal or State regulations? ☐ NO ☐ YES

**F. SUPPLEMENTAL INFORMATION**

1. Attached Document(s): ☐ None ☐ MSDS ☐ Certified Analytical Report ☐ Memo/Letter ☐ Process Knowledge
2. If analytical data is attached, is the data derived from testing a representative sample in accordance with 40 CFR 261 and/or other applicable laws? ☐ YES ☐ NO

**G. SHIPPING INFORMATION**

1. Packaging: ☐ Bulk Solids ☐ Bulk Liquids ☐ Drums ☐ Roll-Off ☐ Dump Truck ☐ Tank Truck ☐ Other: \_\_\_\_\_
2. Estimated Volume: \_\_\_\_\_ ☐ Tons ☐ Cubic Yards ☐ Drums ☐ Gallons ☐ Other: \_\_\_\_\_
3. Shipping Frequency: \_\_\_\_\_ per ☐ One Time ☐ Monthly ☐ Yearly ☐ Other: \_\_\_\_\_
4. Designated Landfill(s): \_\_\_\_\_
5. Disposal Method: ☐ Landfill ☐ Solidification ☐ Bioremediation ☐ Other: \_\_\_\_\_

**H. Generator's Certification Statement:**

I hereby certify that the above and attached information is complete and accurate to the best of my ability, that no deliberate information was omitted, that all known and suspected hazards have been disclosed, and that the waste is not a regulated hazardous waste by government or local authority, and does not contain PCB's regulated by TSCA or any other regulatory authority. If any of the above information changes, I agree to notify Republic Services prior to offering the waste for shipment or management.

I, \_\_\_\_\_ (NAME, PLEASE PRINT) am employed by  
\_\_\_\_\_ (COMPANY NAME) and am authorized to sign this request for  
\_\_\_\_\_.

COMPANY NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_



## NON-HAZARDOUS WASTE MANIFEST

### GENERATOR INFORMATION

Generator Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Site Location (if different): \_\_\_\_\_

### CUSTOMER/BILLING INFORMATION

Billing Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Republic Services Approval #	Description of Waste	Volume/Weight	Expiration Date	Container Type

\*Attach Additional Sheet if necessary

I hereby certify that the above described materials are non-hazardous wastes as defined by 40 CFR 261 or any applicable state law. Further, that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Generator/Authorized Agent Name

Signature

Date Shipped

### TRANSPORTER INFORMATION

Transporter Name: \_\_\_\_\_

DOT # \_\_\_\_\_

Address: \_\_\_\_\_

Truck Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I certify no hazardous waste or other regulated substance was knowingly introduced to the waste while in my custody. The waste transported in this vehicle is the waste identified above, to the best of my knowledge.

Name of Authorized Agent

Signature

Date Delivered

### DISPOSAL SITE INFORMATION

Site Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

I hereby acknowledge receipt of the above described materials

Name (Print or Type)

Signature

Form SW02 (2003)

Date Received



## Special Waste Management Decision

**I. Decision Request:** \_\_\_\_\_ Initial \_\_\_\_\_ Renewal \_\_\_\_\_ Amendment

Management Facility: \_\_\_\_\_

Intermediate Transfer Facility: \_\_\_\_\_

Generator Name: \_\_\_\_\_

Billing Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Consultant Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Consultant Phone: \_\_\_\_\_

Site Location: \_\_\_\_\_

Transporter Name: \_\_\_\_\_

Transporter Phone: \_\_\_\_\_

Waste Name: \_\_\_\_\_

Estimated Quantity: \_\_\_\_\_

**II. Special Waste Manager Decision:** \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

If disapproved, Explain: \_\_\_\_\_

Management Method(s): ☐ Landfill ☐ Solidification ☐ Bioremediation ☐ Other: \_\_\_\_\_

Precautions, Conditions or \_\_\_\_\_

Limitations on approval: \_\_\_\_\_

Approval Number: \_\_\_\_\_ Decision Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Attached Document(s): ☐ None ☐ MSDS ☐ Certified Analytical Report ☐ Memo/Letter  
☐ Process Knowledge

Special Waste Mgr. Signature: \_\_\_\_\_ Name(print): \_\_\_\_\_

Date: \_\_\_\_\_

**III. Facility Operations Acknowledge:** \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

State any additional \_\_\_\_\_

Precautions, conditions, \_\_\_\_\_

or limitations \_\_\_\_\_

Facility Mgr. Signature \_\_\_\_\_ Name(print): \_\_\_\_\_

Date: \_\_\_\_\_



## SPECIAL WASTE UPDATE/RENEWAL CERTIFICATION

### GENERATOR INFORMATION

1. Generator Name: \_\_\_\_\_
2. Address: \_\_\_\_\_  
City: \_\_\_\_\_ County: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Site Location (if different): \_\_\_\_\_
4. Contact Name: \_\_\_\_\_
5. Phone Number: \_\_\_\_\_
6. Fax Number: \_\_\_\_\_

### CUSTOMER/BILLING INFORMATION

1. Billing Name: \_\_\_\_\_
2. Address: \_\_\_\_\_  
City: \_\_\_\_\_ County: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Contact Name: \_\_\_\_\_
4. Phone Number: \_\_\_\_\_
5. Fax Number: \_\_\_\_\_
6. Is there a service agreement on file? ☐ YES ☐ NO

\*\*\*PLEASE UPDATE ANY INCORRECT INFORMATION\*\*\*

REPUBLIC APPROVAL NUMBER: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

WASTE DESCRIPTION/NAME: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SUPPLEMENTAL INFORMATION

1. Attached Document(s): ☐ None ☐ MSDS ☐ Certified Analytical Report ☐ Memo/Letter ☐ Process Knowledge
2. If analytical data is attached, is the data derived from testing a representative sample in accordance with 40 CFR 261 and/or other applicable laws? ☐ YES ☐ NO

### SHIPPING INFORMATION

1. Packaging: ☐ Bulk Solids ☐ Bulk Liquids ☐ Drums ☐ Roll-Off ☐ Dump Truck ☐ Tank Truck ☐ Other: \_\_\_\_\_
2. Estimated Volume: \_\_\_\_\_ ☐ Tons ☐ Cubic Yards ☐ Drums ☐ Gallons ☐ Other: \_\_\_\_\_
3. Shipping Frequency: \_\_\_\_\_ per ☐ One Time ☐ Monthly ☐ Yearly ☐ Other: \_\_\_\_\_
4. Designated Landfill(s): \_\_\_\_\_
5. Disposal Method: ☐ Landfill ☐ Solidification ☐ Bioremediation ☐ Other: \_\_\_\_\_

In the event the physical or chemical nature of the waste stream is altered/changed, the landfill must be immediately notified in writing, and new analytical must also be submitted.

### Certification Statement:

I hereby certify that the physical and chemical characteristics, as well as the process(es) generating the above named waste streams, have not changed since the previous approval.

COMPANY NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

**SPECIAL WASTE ANALYTICAL DATA SHEET**

Disposal Facility: \_\_\_\_\_ Approval Number \_\_\_\_\_

Generator's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Common Name of Waste: \_\_\_\_\_

Hauling Company (transporter): \_\_\_\_\_

Contact's Name: \_\_\_\_\_

Contact's Phone Number: \_\_\_\_\_

---

**Physical Screening**

DO THE FOLLOWING OBSERVATIONS MATCH THE INFORMATION PROVIDED BY THE SPECIAL WASTE PROFILE (Form SW01) AND GENERATOR?

INDICATE YES OR NO FOR EACH OF THE FOLLOWING TESTS AND NOTE ANY DISCREPANCIES.

<u>Test</u>	<u>Yes</u>	<u>or</u>	<u>No</u>	<u>Comments and/or Observations:</u>
Color	_____		_____	_____
Odor	_____		_____	_____
Physical State	_____		_____	_____
Free Liquids	_____		_____	_____

WASTE PASSED \_\_\_\_\_ ACCEPTED

WASTE FAILED \_\_\_\_\_ REJECTED

REASON(S) \_\_\_\_\_

IF WASTE FAILS ONE OR MORE OF THE PHYSICAL SCREENING TESTS, THE WASTE IS DEEMED UNACCEPTABLE FOR DISPOSAL AND SHOULD BE REJECTED.

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE\_\_\_\_\_  
FACILITY MANAGER'S SIGNATURE\_\_\_\_\_  
DATE

## GENERATOR KNOWLEDGE DOCUMENTATION FOR DISPOSAL OF NON-HAZARDOUS SPECIAL WASTE

Generator Name: \_\_\_\_\_

Waste Name: \_\_\_\_\_

Process Description: \_\_\_\_\_

\_\_\_\_\_

### Listed Hazardous Waste Determination

This material is not specified as a listed hazardous waste by EPA in 40 CFR 261 Subpart D. It does not meet the requirements of the F, K, P or U list.

### Characteristic Hazardous Waste Determination

**Ignitability:** This material is a waste that is not capable of causing a fire under normal conditions and has a flashpoint greater than 140 F. This waste is not considered an ignitable waste under 40 CFR 261.21. This waste will not generate heat that would adversely affect the structure of the landfill, or adversely affect the health or safety of workers or the public.

**Corrosivity:** Under 40 CFR 261.22, a waste is considered corrosive if it is aqueous and has a pH less than or equal to 2 or greater than or equal to 12.5. The waste may also be considered to be corrosive waste if it corrodes steel at a rate greater than 6.35 mm/year at 130 F. This material is a waste that has a pH greater than 2 and less than 12.5. Therefore, this material does not exhibit the characteristics of corrosivity as defined under 40 CFR 261.23.

**Reactivity:** This material is a solid waste that does not react violently or have the capability of generating heat when mixed with other wastes or water. Nor does this waste contain cyanide or sulfide and is therefore not considered a reactive waste under 40 CFR 261.33.

**Toxicity:** The technical information provided by the manufacturer for the process materials provides the chemical makeup to the nearest 0.01% by weight. None of the contaminants listed in 40 CFR 261.33 as Toxicity Characteristics in Table 1 are listed in the technical information supplied by the manufacturer. Due to the fact that none of these chemicals are present in this material, or are present in extremely low concentrations (<0.01% by weight), this process waste is considered non-hazardous.

**Polychlorinated Biphenyls (PCB's):** The technical information provided by the manufacturer for all materials in this process provides the chemical makeup of the material to the nearest 0.01% by weight. No PCB's have been listed on this information and therefore are in concentrations less than 0.01% by weight. Therefore, this material has concentrations of PCB's less than the regulatory limits specified under 40 CFR 761 and all applicable state regulations.

**Asbestos:** The waste stream generated does not come into contact with any materials containing asbestos.

**Free Liquids:** The process waste generated is solidified and/or dried before disposal at the landfill and would pass a paint filter test.

**This information is, to the best of my knowledge, true, accurate and complete.**

\_\_\_\_\_  
Generator Signature

Form SW07 (2003)

\_\_\_\_\_  
Date



## GENERATOR KNOWLEDGE DOCUMENTATION FOR DISPOSAL OF NON-HAZARDOUS LIQUID WASTE

Generator Name: \_\_\_\_\_

Waste Name: \_\_\_\_\_

Process Description: \_\_\_\_\_

\_\_\_\_\_

### Listed Hazardous Waste Determination

This material is not specified as a listed hazardous waste by EPA in 40 CFR 261 Subpart D. It does not meet the requirements of the F, K, P or U list.

### Characteristic Hazardous Waste Determination

**Ignitability:** This material is a waste that is not capable of causing a fire under normal conditions and has a flashpoint greater than 140 F. This waste is not considered an ignitable waste under 40 CFR 261.21. This waste will not generate heat that would adversely affect the structure of the landfill, or adversely affect the health or safety of workers or the public.

**Corrosivity:** Under 40 CFR 261.22, a waste is considered corrosive if it is aqueous and has a pH less than or equal to 2 or greater than or equal to 12.5. The waste may also be considered to be corrosive waste if it corrodes steel at a rate greater than 6.35 mm/year at 130 F. This material is a waste that has a pH greater than 2 and less than 12.5. Therefore, this material does not exhibit the characteristics of corrosivity as defined under 40 CFR 261.23.

**Reactivity:** This material is a solid waste that does not react violently or have the capability of generating heat when mixed with other wastes or water. Nor does this waste contain cyanide or sulfide and is therefore not considered a reactive waste under 40 CFR 261.33.

**Toxicity:** The technical information provided by the manufacturer for the process materials provides the chemical makeup to the nearest 0.01% by weight. None of the contaminants listed in 40 CFR 261.33 as Toxicity Characteristics in Table 1 are listed in the technical information supplied by the manufacturer. Due to the fact that none of these chemicals are present in this material, or are present in extremely low concentrations (<0.01% by weight), this process waste is considered non-hazardous.

**Polychlorinated Biphenyls (PCB's):** The technical information provided by the manufacturer for all materials in this process provides the chemical makeup of the material to the nearest 0.01% by weight. No PCB's have been listed on this information and therefore are in concentrations less than 0.01% by weight. Therefore, this material has concentrations of PCB's less than the regulatory limits specified under 40 CFR 761 and all applicable state regulations:

**This information is, to the best of my knowledge, true, accurate and complete.**

\_\_\_\_\_  
Generator Signature

\_\_\_\_\_  
Date



# SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

RSI COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RSI Approval Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Broker ICC No.: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

GENERATOR:

Name: \_\_\_\_\_

Site Address: \_\_\_\_\_

Billing Address If Different From Site Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

1. **Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) (each, an "Profile" and collectively, "Profiles") which number is identical to the RSI Approval Number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").
3. (A) **Rates for Disposal:**

<u>Type of Waste</u>	<u>Estimated Daily Volume</u>	<u>Base Rate</u>	<u>Transportation Rate</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

County and State of Origin of Waste: \_\_\_\_\_

Estimated Total Volume: \_\_\_\_\_

Cannot Exceed Daily Volume of \_\_\_\_\_ Without Prior Approval of Company.

(B) **Incorporation by Reference.** In addition to Profiles, the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

4.) **Term of Agreement.** This Agreement is effective for \_\_\_\_\_ months, commencing \_\_\_\_\_ and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT.

GENERATOR

COMPANY

\_\_\_\_\_  
SIGNATURE (AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
SIGNATURE (AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
NAME (PLEASE PRINT)

\_\_\_\_\_  
NAME (PLEASE PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
DATE:

# Terms and Conditions of Special Waste Service Agreement

5. The Agreement. This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. Waste Accepted at Facility. Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. Special Waste. Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. Rights of Refusal/Rejection. The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. Limited License to Enter. This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. Charges and Payment. Payment shall be made by Generator within ten (10) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. Termination. Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. Driver's Knowledge and Authority. Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. Indemnification. Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. Insurance. Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by Insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance

GENERATOR: \_\_\_\_\_

COMPANY: \_\_\_\_\_



**BROKER SPECIAL WASTE  
SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

RSI COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GENERATOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BROKER:

Expiration Date: \_\_\_\_\_

Name: \_\_\_\_\_

RSI Approval Number: \_\_\_\_\_

Site Address: \_\_\_\_\_

Project Name: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Broker ICC No.: \_\_\_\_\_

State: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

County: \_\_\_\_\_

Billing Address If Different From Site Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

1. **Special Waste Disposal.** Subject to the terms and conditions contained herein, the Company and the Broker agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Broker, and which is acceptable to the Company as herein provided.
2. **Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile (each, a "Profile" and collectively, "Profiles") which number is identical to the RSI Approval Number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").
3. (A) **Rates for Disposal:**

<u>Type of Waste</u>	<u>Estimated Daily Volume</u>	<u>Base Rate</u>	<u>Transportation Rate</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Broker shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

County and State of Origin of Waste: \_\_\_\_\_

Estimated Total Volume: \_\_\_\_\_

Cannot Exceed Daily Volume of \_\_\_\_\_ Without Prior Approval of Company.

(B) **Incorporation by Reference.** In addition to the Profiles, the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

4.) **Term of Agreement.** This Agreement is effective for \_\_\_\_\_ months, commencing \_\_\_\_\_ and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE BROKER, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT.

BROKER

COMPANY

\_\_\_\_\_  
SIGNATURE (AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
SIGNATURE (AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
NAME (PLEASE PRINT)

\_\_\_\_\_  
NAME (PLEASE PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
DATE:



## Terms and Conditions of Broker Special Waste Service Agreement

5. The Agreement. This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. Waste Accepted at Facility. Broker represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Broker shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. Special Waste. Broker represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto and which is subsequently approved by the Company, (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Broker has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker.
8. Rights of Refusal/Rejection. The Broker shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Broker has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles of Waste haulers, including the Broker's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Broker of its responsibilities or liability under this Agreement. The Broker shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company, may also, in its sole discretion, require the Broker to promptly remove the Unacceptable Waste.
9. Limited License to Enter. This Agreement provides Broker with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Broker's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Broker's personnel shall promptly leave the Facility. Under no circumstances shall Broker or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Broker agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Broker's personnel whom Company believes is under the influence of alcohol or other chemical substances. Broker shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. Charges and Payment. Payment shall be made by Broker within ten (10) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Broker agrees to pay a finance charge equal to the maximum interest rate permitted by law. Broker shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Broker. Broker hereby agrees that the Company's right to receive payments under this Agreement is unconditional and is not conditioned upon Broker first receiving payment from Generator or any other party.
11. Termination. Broker's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Broker materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Broker shall be liable for all costs and damages incurred by the Company.
12. Driver's Knowledge and Authority. Broker represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Broker of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility, of Company's restrictions on deliveries of Special Waste to the Facility of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. Indemnification. Broker shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Broker or Broker's employees, agents, subcontractors or representatives thereof. Broker shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. Insurance. Broker shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Broker being allowed on Facility premises, Broker shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance

BROKER: \_\_\_\_\_ COMPANY: \_\_\_\_\_